

Enya Lin
8203 W. Oraibi Drive, Apt. 2085
Peoria, AZ 85382
Yaping47@gmail.com
Telephone: 851-722-5255
Plaintiff in Pro Per

FILED* US Bankruptcy Court-UT
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

In Re:

Danny Zuriel Pacheco and Kellyann F.
Pacheco,

Debtors.

Bankruptcy Case No. 19-22473

(Chapter 7)

Adversary Proceeding No. 19-2076

Judge Joel T. Marker

Yaping Lin, aka Enya Lin,

Plaintiff,

vs.

Danny Zuriel Pacheco,

Defendant.

**PLAINTIFF'S RESPONSE TO
MOTION TO DISMISS PLAINTIFF'S
ADVERSARY COMPLAINT**

Hearing Date: March 25, 2021
Time: 10:00 A.M.

Plaintiff, Yaping Lin, also known as Enya Lin, submits Plaintiff's Response to Defendant's Motion to Dismiss Plaintiff's Adversary Complaint as follows:

I. RESPONSE TO MOTION TO DISMISS

Defendant Danny Zuriel Pacheco has brought a Motion to Dismiss Plaintiff's Adversary Complaint ("Motion to Dismiss"), not based on any factual allegations related to the loans and events at issue, but rather on the contention Plaintiff has not met certain of the duties required of her related to deadlines and procedural orders. As discussed below, Defendant's Motion to Dismiss misrepresents certain of these events and exaggerates others.

1 1. I am Enya Lin. I am the Plaintiff. I now represent myself. I was previously
2 represented by counsel. My most recent counsel, John Keiter, withdrew in late
3 January 2021.

4 2. I understand even though I am not an attorney, I will be held to the same
5 standards as if I was an attorney and I am responsible to meet procedural deadlines and
6 fulfill obligations required of me as Plaintiff. I believe I have done so to the best of my
7 abilities so far.

8 3. The Motion to Dismiss indicates I have terminated prior counsels. That I
9 have done so, and the reasons for this, are not of Defendant's concern. That I am
10 representing myself should in no way reflect on the merits of my case or result in
11 dismissal if I make a few missteps along the way.

12 4. I was born in Taiwan. I moved to the United States approximately six years
13 ago. I speak English to some extent, but my natural language is Mandarin Chinese. I do
14 not consider myself fluent in English but I try. I am able to hold a conversation in English
15 but not one which involves technical language, including legal terminology. I can read
16 and write English to some extent. I needed help in drafting this Response. At trial I would
17 seek to testify through a Mandarin Chinese interpreter. I have not been "misleading,
18 untruthful, and dishonest" in my representations to the court as to my ability to speak
19 English.

20 5. I have not engaged in any improper ex parte communications with the
21 court. I have contacted the Judge's assistant, not the Judge, to discuss procedural matters
22 such as the filing of the Pretrial Order at a time when I did not believe Defendant's
23 counsel was cooperating. I never spoke with the Judge. I never asked to.

24 6. The Motion to Dismiss misrepresents the circumstances related to the
25 preparation and filing of the Pretrial Order. The court's Amended Order Governing
26 Scheduling and Preliminary Matters, issued July 23, 2020, called for us to submit a
27 Pretrial Order by February 17, 2021. Defendant's Motion to Dismiss fails to acknowledge
28

1 a draft of this Pretrial Order was provided by my former counsel, John Keiter, to
2 Defendant's counsel on January 20, 2021, approximately one month before the deadline.
3 Attached hereto as Exhibit 1 is Mr. Keiter's email to Defendant's attorney, Mr. Trease,
4 with the draft of the Pretrial Order.

5 7. This Pretrial Order was not complete but did include significant
6 information. I understood Mr. Trease was to review it and to respond to me directly with
7 contributions he wanted to make and changes he wanted to suggest.

8 8. But I did not hear from Mr. Trease. And the February 17th deadline
9 approached. So, I added to the Pretrial Order and forwarded a copy to him on
10 February 14, 2021, along with the exhibits I identified. I added sections for Proposed
11 Stipulations, Witnesses, and Trial Exhibits. The exhibits I listed and provided had, to my
12 understanding, been previously provided by my prior counsel to Defendant's counsel.

13 9. Attorney Trease took exception to this document. He indicated he did not
14 have time to review it. He sent me an email objecting to it. We also had conversations in
15 which I asked if he would agree to submit a motion to the court to extend the deadline for
16 this Pretrial Order. In the Motion to Dismiss, Mr. Trease indicates he agreed to the
17 extension but wanted me to prepare the motion to extend the deadline. That is not what I
18 understood him to have told me and perhaps this is a result of my language issue. I
19 thought Mr. Trease turned down my suggestion of an extension to submit the Pretrial
20 Order.

21 10. I then contacted court personnel about my filing of the Pretrial Order to
22 meet the February 17, 2021, deadline. I overnight mailed it to the court. It is filed at
23 Docket 38.

24 11. I thereafter made changes to the filed Pretrial Order and provided it to Mr.
25 Trease on February 24, 2021. My email to Mr. Trease on that date is Exhibit 2. I included
26 suggestions as to how we could include his contributions. The Revised Pretrial Order
27 draft is Exhibit 3.

28

1 12. Mr. Trease has never responded with productive comments, contributions,
2 or suggested changes to the initial draft provided to him on January 20, 2021, to the
3 subsequent draft I provided on February 14, 2021, or the third draft I provided on
4 February 24, 2021.

5 13. Mr. Trease indicates the court directed he and I to meet face to face to
6 discuss the Pretrial Order and other issues. My prior counsel informed me an actual in
7 person face to face meeting was not necessary, particularly since I reside in Phoenix,
8 Arizona. He indicated the conference could be by telephone.

9 14. Mr. Trease indicates I failed to redact personal identifying information and
10 other details from certain documents. I do not know to what documents he refers. If he
11 can identify for me those documents and what should be redacted, I will do so.

12 15. Mr. Trease makes comments regarding discovery which are not accurate.
13 He indicates my responses to written discovery were "woefully inadequate." Last summer
14 Plaintiff served written discovery which included 48 separate Interrogatories, many with
15 subparts, 36 Requests for Documents, and 71 Requests for Admissions. My attorney and
16 I responded on September 15, 2020. Our Response was 71 pages long.

17 16. Defendant's counsel also contends I "willfully and intentionally failed to
18 appear" at my deposition to be held October 6 & 7, 2020. My deposition was scheduled
19 to take place on those dates. I was represented by counsel at that time. There was an issue
20 of whether I needed to come to Utah or whether the deposition could be done by
21 videoconference. I understood Defendant's counsel wanted me to travel to Utah. I was
22 willing to do so, but I was informed by my counsel prior to October 6 the deposition had
23 been called off.

24 17. A mediation was scheduled and conducted in this case. Both parties
25 participated but no settlement was reached.

26 18. I was not aware I needed to file a separate Notice of Appearance after my
27 attorney withdrew. I understand now I am to do so and have made arrangements to file
28

1 my Notice of Appearance. Attorney Trease has always known my address. Defendant's
2 Motion to Dismiss was served by mail to me at my residential address in Peoria, Arizona,
3 as reflected in his Certificate of Service.

4 19. I do not understand attorney Trease's contention I admitted objectionable
5 documents into evidence. No evidentiary hearing has been held. No evidence has been
6 submitted to the court. I only identified potential trial exhibits in the Pretrial Order and
7 provided copies.

8 20. I ask the Motion to Dismiss be denied. Defendant's counsel is trying to take
9 advantage of my efforts to represent myself. I understand that is his job, but the Motion to
10 Dismiss distorts what has actually taken place. I believe if Mr. Trease would work with
11 me and provide his contributions and comments to the Pretrial Order, I am sure we can
12 finalize the document.

13
14 DATED this 5 day of March, 2021.

15
16 By: Enya Lin

17 Enya Lin
18 8203 W. Oraibi Drive, Apt. 2085
19 Peoria, AZ 85382
20 Yaping47@gmail.com

21 Copy emailed and mailed this
22 5 day of March, 2021, to:

23 Jory L. Trease
24 c/o Jory@jltlawut.com

25 United States Trustee
26 USTPRegion19.SK.ECF@usdoj.gov

27 By: Enya Lin

28 Enya Lin

Exhibit 1

----- Forwarded message -----

From: John Kelter <john@durbanolawfirm.com>

Date: Wed, Jan 20, 2021 at 11:00 AM

Subject: Lin v. Pacheco

To: Jory Trease <jory@jltlawut.com>

Cc: Allen Lin林昱宏 <allen.yhlin@gmail.com>

Jory:

I've been instructed by my client to withdraw from the case as it appears the cost of this litigation has become overbearing for Mr. and Mrs. Lin. Mrs. Lin has elected to proceed pro se. I am currently drafting an email advising my clients of the approaching deadlines and will be providing them with my complete file. Unfortunately this means that you will need to reschedule tomorrow's conference with Ms. Lin directly. Her phone number is 801-722-5255. I began drafting the proposed Pretrial Order which I am attaching to this email for your reference. It is incomplete, but it may still be useful as you transition to working directly with Ms. Lin.

John E. Keiter | Attorney

476 West Heritage Park Blvd., Ste. 105

Layton, Utah 84041

Phone: 801-776-4111

Fax: 801-776-1121

www.durbanolawfirm.com

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DOUGLAS M. DURBANO (#4209)
JOHN E. KEITER (#16487)
DURBANO LAW FIRM, P.C.
476 West Heritage Park Blvd., Ste. 105
Layton, Utah 84041
Telephone: (801) 776-4111
Facsimile: (801) 776-1121
office@durbanolawfirm.com
john@durbanolawfirm.com

Attorneys for Plaintiff

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

<p>In re:</p> <p>Danny Zuriel Pacheco and Kellyann F. Pacheco,</p> <p>Debtors.</p>	<p>Bankruptcy Case No. 19-22473</p> <p>(Chapter 7)</p> <p>Adversary Proceeding No. 19-2076</p> <p>Judge Joel T. Marker</p>
<p>Yaping Lin, aka Enya Lin,</p> <p>Plaintiff,</p> <p>vs.</p> <p>Danny Zuriel Pacheco,</p> <p>Defendant.</p>	
<p>PRETRIAL ORDER</p>	

This matter having come before the court on February 18, 2021, at a pretrial conference held before the Honorable Judge Joel T. Marker pursuant to Fed. R. Bankr. P. 7016; and John E. Keiter having appeared as counsel for plaintiff and Jory L. Trease having appeared as counsel for defendant, the following action was taken:

1. **JURISDICTION.** The jurisdiction of the court is properly invoked under 28 U.S.C. § 1334. The Parties consent to entry of a final judgment or order by the bankruptcy judge. The jurisdiction of the court is not disputed and is hereby determined to be present.

2. **VENUE.** Venue is laid in the Central Division of the District of Utah.

3. **GENERAL NATURE OF THE CLAIMS OF THE PARTIES.**

a. **Plaintiff's claims:**

Plaintiff seeks non-dischargeability of a debt owed to her by Defendant pursuant to 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(4), which arose under two Joint Venture Agreements entered into between Plaintiff and 4020 Colter LLC and 1304 Dixie LLC, each of which Defendant was the owner and manager.

b. **Defendant's claims:**

None.

4. **UNCONTROVERTED FACTS.** The following facts are established by admissions in the pleadings or by stipulation of counsel.

- On July 6, 2020, Danny Pacheco posted on a Facebook group forum requesting a \$100,000 loan to close on a real estate deal associated with his company(ies).
- Plaintiff's spouse, Allen (Yuhong) Lin, responded to the Facebook post explaining that he would like to discuss the loan.
- Defendant informed Mr. Lin that he was seeking a \$100,000 loan to assist in the purchase of a property located at 4020 E Colter St. in Chandler, Arizona
- Defendant also informed Mr. Lin that he was looking for an \$85,000 loan to assist in the purchase of another property located at 1304 Dixie Trail in Raleigh, North Carolina.

- To assist the Lins in their investment decision, Danny provided two “Investor Packages” describing the rehabilitation project for the respective homes.
- Plaintiff entered into two (2) Real Estate Joint Venture Agreements with Defendants’ businesses, 4020 Colter, LLC and 1034 Dixie, LLC. The Joint Venture Agreements outlined the relative duties of the parties.
- A Promissory Note was entered into between Plaintiff and 4020 Colter, LLC in conjunction with the \$100,000 loan issued to it wherein 4020 Colter, LLC agreed to repay the principal balance plus 15% no later than October 13, 2017.
- A Promissory Note was entered into between Plaintiff and 1034 Dixie, LLC in conjunction with the \$85,000 loan issued to it wherein 1034 Dixie, LLC agreed to repay the principal balance plus 15% no later than October 27, 2017.
- A Personal Guaranty was signed between Defendant and Mr. Lin guaranteeing the sum of \$100,000.
- On July 10, 2017, Plaintiff wired \$100,000 to Driggs Title Agency for the purchase of the Chandler Property.
- On July 25, 2017, Plaintiff wired \$85,000 to AW Morris Law for the purchase of the Raleigh Property.
- On or about December 26, 2017, Defendant caused \$35,000 to be paid to Plaintiff.
- Defendants’ businesses breached the loan agreements by failing to repay the loans pursuant to the respective notes.
- The subject homes were foreclosed upon by the priority lienholders and no funds were paid to Plaintiff from the sale of those homes.

5. **CONTESTED ISSUES OF FACT.** The contested issues of fact remaining for decision are:

- Defendant, through his respective businesses, misrepresented the scope, duration, and cost of the rehabilitation, as well as his intent to repay the loans under the respective promissory notes.
- Defendant breached his fiduciary duties under the joint venture agreements by failing to perform his duties thereunder and by taking an in-kind salary.

6.

DATED: February 18, 2021.

DURBANO LAW FIRM, P.C.

/s/ John E. Keiter
Douglas M. Durbano
John E. Keiter
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 18, 2021, a true and correct copy of the foregoing **CERTIFICATE OF SERVICE** was served as follows:

By Electronic Mail [CM/ECF Service] Notice:

- Jory L. Trease caseinfo.jtbankruptcy@gmail.com; jorytrease@msn.com; janci.jtbankruptcy@gmail.com; myecfemail.jtbankruptcy@gmail.com; r47629@notify.bestcase.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov

By U.S. Mail:

- None.

/s/ John E. Keiter

Exhibit 2

----- Forwarded message -----

From: Enya Lin <yaping47@gmail.com>

Date: Tue, Feb 23, 2021 at 2:25 PM

Subject: Settlement & Pretrial Order

To: Jory Trease <jory@iltlawut.com>

Dear Mr. Trease:

Please be informed I reject the settlement offer you included in your February 19 email.

You are well aware I am no longer represented by counsel. I am not an attorney and I am doing my best to meet the steps required of me. I fell you, instead of working with me, are attempting to take advantage of the situation unfairly and unprofessionally. Mr. John Kelter told us you agreed that there is no necessary to meet in person. Traveling to Utah from my home in Arizona is not practical in this time of Covid-19. Especially, my twin boys are so young and they need to be with me all the time. It's too risky to travel with them. We can certainly work together to complete the document from our respective states via the phone and emails.

My prior counsel did timely provide a draft of the Pretrial Order to you. It was emailed to you by Mr. John Kelter on January 20. To my knowledge you never responded in anyway. Even to date you have not provided the content you want added to the document.

In fact, your email of early last week suggests you never even reviewed what had been provided to you last month.

I added to the draft previously provided to include sections for Stipulations, Witnesses, and Exhibits. I proposed we ask more time from the court to complete the Pretrial Order since our hearing is not until March 25. You told me you did not have time to put together a stipulation or motion to ask for the extension. You well know I do not have the means to prepare and electronically submit such a pleading to the court. Therefore, I filed the draft I had to meet the court's deadline.

I am certainly open to revising the Pretrial Order from the one I filed last week. Let me suggest the following:

If there is anything in the Section 4, Uncontroverted Facts, with which you disagree, please identify them by number. I will move those paragraphs to Plaintiff's portion of Section 5.

Please add defendant's proposed fact contributions to defendant's portion of section 5., Contested Issues of Fact. To anything included by you with which I agree, I will move to Section 4.

I am also revising my portion of Section 5 and will have that to you tomorrow.

If you disagree with any item I include in Section 6, Stipulations, please identify them by number and I will also move them to Plaintiff's portion of Section 5.

And let me know what witnesses you want to list in section 7 and exhibits you may submit in section 8. I believe you have all of the exhibits I identify in Section 8. If you do not recognize any, please identify them and I will email to you a copy."

Hope you have a good day!

Enya Lin

Exhibit 3

Yaping Lin aka Enya Lin

Telephone: (801) 722-5255

Yaping47@gmail.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

<p>In re:</p> <p>Danny Zuriel Pacheco and Kellyann F. Pacheco,</p> <p>Debtors.</p>	<p>Bankruptcy Case No. 19-22473</p> <p>(Chapter 7)</p> <p>Adversary Proceeding No. 19-2076</p> <p>Judge Joel T. Marker</p>
<p>Yaping Lin, aka Enya Lin,</p> <p>Plaintiff,</p> <p>vs.</p> <p>Danny Zuriel Pacheco,</p> <p>Defendant.</p>	
<p>PRETRIAL ORDER</p>	

This matter having come before the court on February 18, 2021, at a pretrial conference held before the Honorable Judge Joel T. Marker pursuant to Fed. R. Bankr. P. 7016; and Enya Lin appeared as plaintiff and Jory L. Trease having appeared as counsel for defendant, the following action was taken:

1. **JURISDICTION.** The jurisdiction of the court is properly invoked under 28 U.S.C. § 1334. The Parties consent to entry of a final judgment or order by the bankruptcy judge. The jurisdiction of the court is not disputed and is hereby determined to be present.

2. **VENUE.** Venue is laid in the Central Division of the District of Utah.

3. **GENERAL NATURE OF THE CLAIMS OF THE PARTIES.**

a. **Plaintiff's claims:**

Plaintiff seeks non-dischargeability of a debt owed to her by Defendant pursuant to 11 U.S.C. §§ 523(a)(2)(A) and 523(a)(4), which arose under two Joint Venture Agreements entered into between Plaintiff and 4020 Colter LLC and 1304 Dixie LLC, each of which Defendant was the owner and manager.

b. **Defendant's claims:**

None.

4. **UNCONTROVERTED FACTS.** The following facts are established by admissions in the pleadings or by stipulation of counsel.

- On July 6, 2017, Danny Pacheco posted on a Facebook group forum requesting a \$100,000 loan to close on a real estate deal associated with his company(ies).
- Plaintiffs spouse, Allen (Yuhung) Lin, responded to the Facebook post explaining that he would like to discuss the loan.
- Defendant informed Mr. Lin that he was seeking a \$100,000 loan to assist in the purchase of a property located at 4020 E Colter St. in Chandler, Arizona
- Defendant also informed Mr. Lin that he was looking for an \$85,000 loan to assist in the purchase of another property located at 1304 Dixie Trail in Raleigh, North Carolina.
- To assist the Lins in their investment decision, Danny provided two "Investor Packages" describing the rehabilitation project for the respective homes.

- Plaintiff entered into two (2) Real Estate Joint Venture Agreements with Defendants' businesses, 4020 Colter, LLC and 1034 Dixie, LLC. The Joint Venture Agreements outlined the relative duties of the parties.
- A Promissory Note was entered into between Plaintiff and 4020 Colter, LLC in conjunction with the \$100,000 loan issued to it wherein 4020 Colter, LLC agreed to repay the principal balance plus 15% no later than October 13, 2017.
- A Promissory Note was entered into between Plaintiff and 1034 Dixie, LLC in conjunction with the \$85,000 loan issued to it wherein 1034 Dixie, LLC agreed to repay the principal balance plus 15% no later than October 27, 2017.
- A Personal Guaranty was signed between Defendant and Mr. Lin guaranteeing the sum of \$100,000.
- On July 10, 2017, Plaintiff wired \$100,000 to Driggs Title Agency for the purchase of the Chandler Property.
- On July 25, 2017, Plaintiff wired \$85,000 to AW Morris Law for the purchase of the Raleigh Property.
- On or about December 26, 2017, Defendant caused \$35,000 to be paid to Plaintiff.
- Defendants' businesses breached the loan agreements by failing to repay the loans pursuant to the respective notes stated 3 months after in 2017.
- On October 9th 2018, Enya Lin acquired a default judgement against 4020 Colter LLC for recovering the amount of \$76,000 together with interest accrued.
- On December 11th 2018, Enya Lin and his husband Allen Yuhung Lin acquired default judgement in the county of Maricopa and superior court of the state of Arizona against Daniel Pacheco in the same amount of \$76,000 with interest accrued.
- These two subject homes were foreclosed upon by the priority lienholders and no funds were paid to Plaintiff from the sale of those homes.

5. CONTESTED ISSUES OF FACT.

The contested issues of fact remaining for decision are:

- Defendant, through his respective businesses, misrepresented the scope, duration, and cost of the rehabilitation, as well as his intent to repay the loans under the respective promissory notes.
- Defendant breached his fiduciary duties under the joint venture agreements by failing to perform his duties thereunder and by taking an in-kind salary.
- The Joint Venture Agreements stated that plaintiff's loans to be secured by deeds of trust. Defendant, however, failed to record the deeds of trust.
- The Joint Venture Agreements called for plaintiff's consent before additional debt was incurred and which was to be secured by the parcels of real property. Defendant obtained additional loans secured by the parcels which he did not disclose to plaintiff and of which plaintiff did not consent;
- The Joint Venture Agreement for the Arizona property indicated defendant would not obtain additional financing even with Plaintiff's consent in excess of \$99,450 as to the first position lender and \$15,000 for the second position lender;

- The Joint Venture Agreement for the North Carolina property indicated defendant would not obtain additional financing even with plaintiff's consent in excess of \$32,943 as to the first position lender and \$12,750 as to the second position lender;
- Defendant refinanced both properties without plaintiff's knowledge or consent and in amounts far in excess of the limits set forth in items 3 and 4 above;
- Plaintiff is owed the principal amount of \$85,000 pursuant to the loan made for the North Carolina property plus interest;
- Plaintiff is owed the principal amount of \$61,000 pursuant to the loan made for the Arizona property;
- The amounts owed by defendant to plaintiff are nondischargeable pursuant to Section 523 (2)(2)(A) or 523 (a)(4).

6. STIPULATIONS.

- Danny Pacheco and his company Flip2Freedom Investment Inc. provided Enya Lin the Joint Venture Agreement of two properties in Arizona and North Carolina. Under the consensus, Danny should provide financial statement and transaction records for the expenses of these two house rehab to Enya Lin periodically. Also, the agreement prohibit new investors' involved with 4020 E Colter St and 1304 Dixie Trail, unless with a written consent from Enya Lin.
- For 1304 Dixie Trail Raleigh NC, Page 7 of the 1st set of Discovery requests answer from JLT Law, there was a 2nd investor/ Blue Mountain Assets LLC. Enya Lin never aware it from Danny Pacheco.
- In the scope of Subpoenas procedure, there are numerous transactions violated the contracts from Danny Pacheco and his companies' Wells Fargo, U.S. Bank and other Bank Organizations such as UCCU, for the usage of personal purposes such as Movie Entertainment, Walmart groceries shopping and cash withdraw activities.
- Danny Pacheco and his 414 Washington LLC sold the property on 414 Washington St. Located in Aberdeen Maryland 21001 on June 3rd 2017. However, the Wells Fargo Bank account entitled 414 Washington LLC shown remain activities of transferred funds to Pacheco K Custom Management and received check from Karen A Foutz during August 2017 to January 2018.
- On October 4th 2017, Danny wrote to Allen Yuhung Lin stated that he received a loan from Chlhaci Mezut , a resident live in Sugar Land TX and will pay full loan amount back to Enya Lin. Such related emails had been sent to Allen Yuhung Lin during the 3 months term period in 2017.
- Danny Pacheco worked with Thomas A. Payton Architect PLC for the Architectural Design of 4020 E Colter St. Danny failed to pay the service in full with a lien shown on Danny Pacheco's Bankruptcy Form 106, Business Debt of Titus Brueckner & Levine for the amount \$42,491.50.
- Danny Pacheco received a contractor bid from Bob Jenkins of VetsBuilt Contracting LLC and intend to renovate 4020 E Colter St. with the total price of \$430,050. However,

none of the work had been performed by Bob Jenkins and no bank account record shown business transaction to him in related to house rehab project.

- On November 7 2017, Danny Pacheco wrote an email to Allen Yuhung Lin. He explained in the email that he can get \$140-170 k from Stewart Pope and \$70-100k from Karen Foutz for Enya's loan payment.
- On Feb 28th 2018, Danny wrote an email to Richard Hundley, Ena Lin's representing attorney in AZ, stated he was still willing to pay the loan of 4020 E Colter investment.
- On October 8th 2018 before 4020 E Colter St. gone foreclosure, Allen Yuhung Lin went to the property and found out there was never rehab activities performed.

7. WITNESS.

- Thomas A. Payton Thomas A. Payton Architect PLC
- Bob Jenkins Manager Partner VetsBuilt Contracting LLC
- Stewart Pope
- Karen Foutz
- Allen Yuhung Lin

8. Exhibits

- Ex. 1- Danny Pacheco posts on Facebook
- Ex. 2 - 4020 E Colter St. AZ Investment Package
- Ex. 3 - 1304 Dixie Trl. NC Investment Package
- Ex. 4 - JV agreement 4020 E Colter AZ
- Ex. 5 - JV Agreement NC 1304 Dixie Trl
- Ex. 6 - Deed of Trust 4020 E Colter AZ
- Ex. 7 - Deed Of Trust 1034 Dixie Raleigh Dr NC
- Ex. 8 - Promissory Notes of 2 properties
- Ex. 9 - Personal Guarantee 100k from Danny Pacheco
- Ex. 10 - Danny Pacheco Email communications
- Ex. 11- Danny Pacheco email to Richard 2018
- Ex. 12- 4020 E Colter 2018 10-09 Judgement Maricopa AZ court
- Ex. 13- 4020 E Colter Deed to Sound Capital
- Ex. 14-Phoenix Contractor's Bid 4020 Colter VetsBuilt
- Ex. 15-Vetsbuilt - Subpoena Response
- Ex. 16-Thomas Payton 4020 E Colter Architect
- Ex. 17- Danny Pacheco bankruptcy Form 106
- Ex. 18- 4020 Colter payment to AZ Instant Funding
- Ex. 19- 4020 Colter Trustee Sale
- Ex. 20- Allen Lin Visit to 4020 Oct 2018

- Ex. 21-Danny Pacheco Interrogation 2020
- Ex. 22-Danny Pacheco Deposition Sep 2020
- Ex. 23-Danny Pacheco 414 Washington Bank account activities
- Ex. 24-1304 Dixie Trail First Rehab Lending
- Ex. 25-1304 Dixie Trail Final Settlement
- Ex. 26-Danny Email loan from Chlhaci
- Ex. 27-Utah Community Credit Union
- Ex.28-Bank Subpoenas_233 Bynun LLC_Account_Last_Four_Numbers_5829
- Ex.29-Bank Subpoenas_414 Washington LLC_Account_Last_Four_Numbers_5811
- Ex.30-Bank Subpoenas_Danny Z Pacheco_Account_Last_Four_Numbers_2640
- Ex.31-Bank Subpoenas_Danny Pacheco_Account_Last_Four_Numbers_9084
- Ex.32-Bank Subpoenas_Flip2freedom Investments INC_Account_Last_Four_Numbers_5803
- Ex.33-Bank Subpoenas_Kellyann F Pacheco_Last_Four_Numbers_7522
- Ex.34-Checks

DATED: February 24, 2021.

Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 24, 2021, a true and correct copy of the foregoing **CERTIFICATE OF SERVICE** was served as follows:

By Electronic Mail [CM/ECF Service] Notice:

- Jory L. Trease caseinfo.jtbankruptcy@gmail.com; jorytrease@msn.com; janci.jtbankruptcy@gmail.com; myecfemail.jtbankruptcy@gmail.com; r47629@notify.bestcase.com
- United States Trustee USTPRegion19.SK.ECF@usdoj.gov

By U.S. Mail:
